



Docket No. 4451-4001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Frank H. FERRANDINO, et al.

Group Art Unit: 2882

Serial No.: 10/024,064

Examiner: J. Yun

Filed: December 18, 2001

For: X-RAY FLUORESCENCE SYSTEM AND METHOD

NOTICE OF CHANGE OF ASSIGNEE NAME

Mail Stop Assignment Branch
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

COPY

Sir:

Please record a change in assignee's name from "VEECO INSTRUMENTS, INC." to
--THERMO NORAN, INC.--. Enclosed are:

(1) A copy of the Notice of Recordation of Assignment indicating the original assignment
to VEECO INSTRUMENTS, INC.

(2) A Recordation Form Cover Sheet requesting a change of Assignee name from
VEECO INSTRUMENTS, INC. to THERMO NORAN, INC. and accompanying photocopy of
the Assignment of Patents dated May 10, 2002, certified by the State of New York, on May 10,
2002;

(3) a check for \$40 each in accordance with 37 C.F.R. §3.41.

AUTHORIZATION

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 13-4503, Order No. 4451-4001.

Respectfully submitted,
MORGAN & FINNEGAN, L.L.P.

Dated: 6/23/04

By: 

James Hwa
Registration No. 42,680
(202) 857-7887 Telephone
(202) 857-7929 Facsimile

Correspondence Address:


MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, NY 10154-0053

RECORDATION FORM COVER SHEET
PATENTS ONLY

↑CUSTOMER NUMBER↑

COPY

To The Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>VEECO INSTRUMENTS INC.</p> 	<p>2. Name and address of receiving party(ies):</p> <p>Name: THERMO NORAN, INC. Address: 2551 West Beltline Highway Middleton, WI 53562-2629</p> <p>Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Change of Assignee</p> <p><input type="checkbox"/> Other</p> <p>Execution Date(s): May 10, 2002</p>	<p>4. Patent Application number(s)</p> <p>10/024,064</p> <p>Execution Date(s):</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: James Hwa Address: MORGAN & FINNEGAN 345 Park Avenue New York, NY 10154-0053</p>	<p>6. Total number of applications involved:</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> A check in the amount of 40.00 is enclosed.</p> <p><input type="checkbox"/> Charge to Deposit Account No.13-4503, Order No. .</p> <p><input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account 13-4503, Order No. 4451-4001. (A duplicate copy of this sheet is enclosed)</p>

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of original document.

Name of Person Signing

James Hwa

Signature



Date:

6/23/04Reg. No. 42,680Total no. of pages including cover sheet, attachments and document: 7

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, DC 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, DC 20503.

ASSIGNMENT OF PATENTS

WHEREAS, Nexray LLC, a Delaware limited liability company ("NEXRAY"), ASSIGNOR and ASSIGNEE (each as defined below) are parties to that certain Asset Purchase Agreement dated as of May 10, 2002 (the "Asset Purchase Agreement"), pursuant to which the ASSIGNEE is acquiring substantially all of the assets and certain liabilities of the Business (as defined therein) all as more particularly set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to Section 1.4(b)(iii) of the Asset Purchase Agreement, Veeco was required to execute and deliver this Patent Assignment;

WHEREAS, VEECO INSTRUMENTS INC., a Delaware corporation having an office and place of business at 100 Sunnyside Boulevard, Woodbury, NY 11797 ("ASSIGNOR"), is the sole and exclusive owner of the patents and/or patent applications listed in Exhibit A attached hereto (the "Patents") and also of all of the inventions described and claimed therein, including the right to apply for and obtain U.S. and foreign patents on said inventions; and

WHEREAS, THERMO NORAN INC., a Wisconsin corporation having an office and place of business at 2551 West Beltline Highway, Middleton, WI 53562-2697 ("ASSIGNEE"), is desirous of acquiring ASSIGNOR's rights in the Patents and the inventions described and claimed therein.

NOW, THEREFORE, in consideration of the agreements, provisions and covenants set forth herein and in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said Patents and any and all inventions described and/or claimed therein and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on any counterpart, divisional, continuing, reissue or other patent application based on said Patents, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all claims for damages for or by reason of past, present or future infringement of said Patents or said inventions or misuse or theft of any of said inventions and the right to sue for and collect such damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives; and

ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE the entire right, title and interest in, to and under said Patents and inventions, including the right to apply for and obtain and maintain patents in any country thereon, and further that ASSIGNOR will not execute any agreement in conflict therewith; and

ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of each and all of said Patents and said inventions and any other patents issued thereon; and

ASSIGNOR hereby authorizes the ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in all countries, claiming if it or they so desire the priority of the filing date under the provisions of said Convention and all such other treaties of like purpose;

And, for the same consideration, ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of the ASSIGNEE, its successors, assigns or other legal representatives, to execute and deliver, or have executed and delivered, without further compensation any power of attorney, assignment, or other lawful documents and any further assurances that may be deemed necessary by the ASSIGNEE, its successors, assigns or other legal representatives, fully to secure to ASSIGNEE and its successors, assigns or other legal representatives, the entire right, title and interest as aforesaid in and to the said Patents and said inventions and any and all U.S. and foreign patents and like rights of exclusion that have been or may be granted in and to or under said Patents and said inventions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ASSIGNOR has executed this Patent Assignment as of
the 10th day of May, 2002.

VEECO INSTRUMENTS INC.

By: John F. Rein, Jr.
Name: John F. Rein, Jr.
Title: Executive Vice President, Chief
Financial Officer, Treasurer and
Secretary

Accepted and Agreed by:

THERMO NORAN INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, ASSIGNOR has executed this Patent Assignment as of
the 10 day of May, 2002.

VEECO INSTRUMENTS INC.

By: _____
Name:
Title:

Accepted and Agreed by:

THERMO NORAN INC.

By: Jim J McCarthy
Name: Jim J McCarthy
Title: President

STATE OF NEW YORK

)
) ss
)

COUNTY OF NASSAU

On this 10 day of May, 2002, before me appeared John F. Rein, Jr.,
the person who signed this instrument, who acknowledged signing it as a free act on behalf of the
identified corporation, with authority to do so.

Margaret M. Akerley
Notary Public

My commission expires:

MARGARET M. AKERLEY
Notary Public, State of New York
No. 01AK6065993
Qualified in Suffolk County
Commission Expires Nov. 5, 2005

Exhibit A

Patents and Patent Applications

<u>Description</u>	<u>Patent No. (Appl. No.)</u>	<u>Issue (Filing) Date</u>
X-ray Fluorescence System and Method	Patent No. 6,345,086	Issued 02/05/02
Divisional Application relating to Patent No. 6,345,086	Appl. No. 10/024,064	Filed 12/18/01
		/



RECEIVED
DOCKET DEPT.



0755-4112
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 24, 2000 2000 MAR -2 A 8 36
MORGAN & FINNEGAN, L.L.P.
CHRIS L. HOLM
345 PARK AVENUE
NEW YORK, NEW YORK 10154
MORGAN & FINNEGAN LLP



101209546A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/23/1999

REEL/FRAME: 010397/0477

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FERRANDINO, FRANK

DOC DATE: 11/11/1999

ASSIGNOR:

SI, WEIMIN

DOC DATE: 11/11/1999

ASSIGNOR:

HOLMES, DOUGLAS

DOC DATE: 11/11/1999

ASSIGNOR:

STONE, HARVEY

DOC DATE: 11/11/1999

ASSIGNEE:

VEECO INSTRUMENTS INC.

105 COMAC STREET

RONKONKOMA, NEW YORK 11779

SERIAL NUMBER: 09395523

PATENT NUMBER:

FILING DATE: 09/14/1999

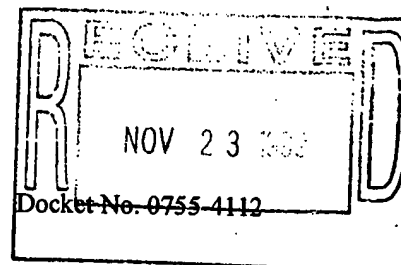
ISSUE DATE: 03/03/2001

010397/0477 PAGE 2

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

MRD
11/23/99

11-30-1999



IN THE U

101209546

MARK OFFICE

Applicant(s) : Frank FERRANDINO, Weimin SI, Douglas HOLMES & Harvey STONE
Serial No. : 09/395,523 Group Art Unit: 2876
Filed : September 14, 1999 Examiner: TBA
For : X-RAY FLUORESCENCE SYSTEM AND METHOD

RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31

Hon. Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

Frank FERRANDINO, Weimin SI, Douglas HOLMES & Harvey STONE

2. Name and address of receiving party/parties:

Name VEECO INSTRUMENTS INC.

Internal Address:

Street Address: 105 COMAC STREET

City RONKONKOMA

State NEW YORK

ZIP 11779

☐ Additional names and addresses attached.

3. Name of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement
☐ Change of Name ☐ Other
Execution Date: November 11, 1999

4. Application Number(s) or Patent Number(s):

☐ This document is being filed together with a new application which was executed on _____

☒ Patent Application No.(s) 09/395,523, filed on September 14, 1999

☐ Patent No.(s) _____

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154

6. Total number of applications and patents involved: One (1).

7. Total fee (37 CFR §3.41): \$40.00 property x 1 property(ies) = \$ 40.00.

☒ A check in the amount of \$ 40.00 to cover the recordation fee is enclosed.

☐ Charge fee to Deposit Account No. 13-4500. Order No. 0755-4112.

☒ The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 0755-4112.

8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.



Chris L. Holm

Reg. No. 32,454

For: Chris Holm, Reg. No. 39,227

Dated: November 19, 1999

Registration No. 39,227

CORRESPONDENCE ADDRESS:

Total number of pages including the recordation cover sheet 6

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154
(212) 758-4800
(212) 751-6849 Facsimile

PATENT

Docket No. 0755-4112

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Frank H. FERRANDINO, 295 Seminole St., Ronkonkoma, NY 11779

Weimin SI (Ph.D.), 350 N. Loop Rd., A207, Stony Brook, NY 11790

Douglas S. HOLMES, 11 Mariel Ct., Centereach, NY 11720

Harvey T. STONE, 110-11 Queens Blvd., Forest Hills NY 11375

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

X-RAY FLUORESCENCE SYSTEM AND METHOD

(title of discovery or invention)

[] for which application for Letters Patent of the United States has been executed on even date herewith,

[X] for which application for Letters Patent of the United States has been filed on September 14, 1999, under Serial No. 09/395,523, and

WHEREAS:

Veeco Instruments Inc., 105 Comac Street, Ronkonkoma, NY 11779

(name and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of ONE Dollar (\$ 1.00) the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discover or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discover in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: _____

Frank H. Ferrandino
Frank H. FERRANDINO

Citizenship: United States

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of November 1999

STATE OF N.Y.)

COUNTY OF Suffolk ss:

On this 11th day of November, 1999 before me, the undersigned authority, personally appeared to me

known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

Benedict Baglio
Notary Public

BENEDICT BAGLIO
NOTARY PUBLIC, State of New York
No. 52-4701504, Suffolk County
Term Expires June 30, 10 2001
OCT 19

Assignor's signature: Weimin Si
Weimin Si, Ph.D.

Citizenship: People's Republic of China

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of November
1999

STATE OF New York
COUNTY OF Suffolk ss.:

On this 11th day of November, 1999 before me, the undersigned authority, personally appeared

to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

Benedict Baglio
Notary Public
BENEDICT BAGLIO
NOTARY PUBLIC, State of New York
No. 52-4701504, Suffolk County
Term Expires June 30, 2001
Assignor's signature: Douglas S Holmes
Douglas S HOLMES

Citizenship: United States

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of November
1999

STATE OF New York
COUNTY OF Suffolk ss.:

On this 11th day of November, 1999 before me, the undersigned authority, personally appeared

to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

Benedict Baglio
Notary Public

FORM 6-1
BENEDICT BAGLIO
NOTARY PUBLIC, State of New York
No. 52-4701504, Suffolk County
Term Expires June 30, 2001
Oct 19

ADDED PAGE TO ASSIGNMENT
OF APPLICATION FOR PATENT

Assignor's signature: Harvey T. STONE

Citizenship: United States

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of November 1999

STATE OF New York)

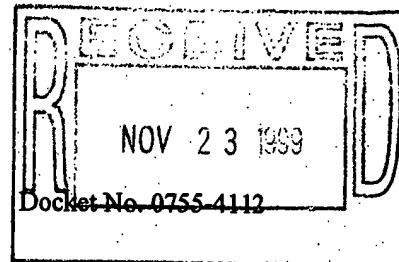
COUNTY OF Suffolk)^{ss.:}

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Benedict Baglio
Notary Public

BENEDICT BAGLIO
NOTARY PUBLIC, State of New York
No. 52-4701504, Suffolk County
Term Expires ~~June 30, 2001~~
Oct 19

FORM: ADDED-PG.ASSIGN
Rev. 05/21/98



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Frank FERRANDINO, Weimin SI, Douglas HOLMES & Harvey STONE
Serial No. : 09/395,523 Group Art Unit: 2876
Filed : September 14, 1999 Examiner: TBA
For : X-RAY FLUORESCENCE SYSTEM AND METHOD

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Washington, D.C. 20231

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Frank FERRANDINO, Weimin SI, Douglas HOLMES & Harvey STONE

2. Name and address of receiving party/parties:

Name VEECO INSTRUMENTS INC.

Internal Address:

Street Address: 105 COMAC STREET

City RONKONKOMA State NEW YORK ZIP 11779

☐ Additional names and addresses attached.

3. Name of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement
☐ Change of Name ☐ Other
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☐ This document is being filed together with a new application which was executed on _____

☒ Patent Application No.(s) 09/395,523, filed on September 14, 1999

☐ Patent No.(s) _____

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Chris L. Holm

Reg. No. 32,454

For: Chris Holm, Reg. No. 39,227

Dated: November 19, 1999

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CORRESPONDENCE ADDRESS:

Total number of pages including the recordation cover sheet 6

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154
(212) 758-4800
(212) 751-6849 Facsimile



PATENT
Docket No.: 0755-4112

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Frank FERRANDINO, Weimin SI, Douglas HOLMES & Harvey
STONE

Serial No. : 09/395,523 **Group Art Unit** : 2876

Filed : September 14, 1999 **Examiner** : TBA

For : *X-RAY FLUORESCENCE SYSTEM AND METHOD*

CERTIFICATE OF MAILING (37 C.F.R. § 1.8(a))

Box Assignments
ASSISTANT COMMISSIONER OF PATENTS
Washington, D.C. 20231


Sir:

I hereby certify that the attached:

1. Recordation Cover Sheet (in duplicate);
2. Assignment Document (4 pages);
3. Check for \$40.00; and
4. Return Receipt Postcard

along with any paper(s) referred to as being attached or enclosed and this Certificate of Mailing are being deposited with the United States Postal Service on the date shown below with sufficient postage as first-class mail in an envelope addressed to the: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Respectfully submitted,
MORGAN & FINNEGAN, L.L.P.


Chris L. Holm

Nov 19, 1999

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, NY 10154
(212)758-4800 / (212)751-6849 (facsimile)